

**EXHIBIT A**  
**Description of Solutions/Channels:**  
**Messaging, Alerts**  
**And Notification**

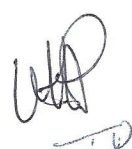
Statement of Work Between  
MessageBroadcast.com, LLC  
And  
Mobile Authentication Corporation

This Statement of Work describes the Solutions/Channels offered to Mobile Authentication Corporation ("Client") relating to Client's desire to provide its customers with communications, messaging alerts and notifications by accessing the Network owned and operated by MessageBroadcast.com, LLC ("MessageBroadcast") pursuant to the parties' Network Access, Communications Delivery-Notification and Support Agreement dated March 7, 2014 (the "Agreement").

The parties agree that each time Client begins accessing the Network and submitting data for purposes of delivering communications hereunder – to illustrate as one example, to provide notifications to Client's customers containing important information about their accounts – said activity may be referred to below as a "data submission program." The parties further agree as follows:

1. MessageBroadcast's Duties Regarding Prerecorded Voice Messages/Interactive Voice Response Solution/Channel:
  - 1.1 Present prerecorded voice messages to third party networks, which then deliver the messages to targeted customers of Client via telephone, using customer contact data that Client inputs through the MessageBroadcast Network ("Network"), the messaging content of which is delivered to Client's patients/customers utilizing third party networks.
  - 1.2 Coordinate with Client's technical team to create the data transfer mechanism to be used between the Network and Client's data center.
  - 1.3 Provide reports to Client as may reasonably be requested, including data and results with respect to the third party network delivery of voice messages.
  - 1.4 If Client so desires, establish and operate toll-free inbound numbers for Client's customers to call if they wish to hear additional information.
  - 1.5 Live Agent Transfer: transferring persons who answer the telephone "live," to Client's Call Center (if the person so chooses) (i.e., after the third party network delivers the voice message). This option is called the Live Agent Transfer, or LAT, option.
2. Fee Schedule – Prerecorded Voice Messages/Interactive Voice Response Solution/Channel:
  - 2.1 Set-Up Fee for Voice: N/A
  - 2.2 Voice Recording: A recording fee of two hundred fifty dollars (\$250.00) shall be assessed for each script that is recorded.
  - 2.3 Voice Message Solution, Outbound –Network Usage:

Domestic: \$0.029 per 30 seconds (billed in 30 second increments).



MessageBroadcast will charge the above applicable rate per message deployed for the first thirty seconds of message platform time used on the Network when a Voice outbound solution is utilized by Client. If the message platform time on the Network exceeds thirty seconds, then MessageBroadcast shall be compensated an additional two-point nine cents (\$0.029) for each additional thirty second increment or portion thereof. For example, fifty-six (56) seconds of platform time on the Network will cost two point nine cents (\$0.029) for the first thirty (30) seconds and an additional two point nine cents (\$0.029) for the additional twenty-six seconds, totaling *five point eight cents* ( $\$0.029 + \$0.029 = \$0.058$ ).

**International:** Attached hereto and incorporated herein by reference is Schedule 1, providing the International Pricing Chart for the United Kingdom and Australia.

- 2.4 **Voice: Live Agent Transfer – Network Usage for Domestic:** If the LAT option is selected by Client, then MessageBroadcast will charge five point eight cents (\$0.058) per thirty seconds or any fraction thereof for message platform time used on the Network. This cost is all inclusive. No additional phone costs will be charged to Client.
- 2.5 **Voice Messaging – Surcharges:** The Network Usage Fees described in paragraphs 2.3 through 2.5 above pertaining to domestic dialing are for the contiguous forty-eight United States. Network Usage Fees for delivering messages to Alaska or Hawaii will be quoted on a project-by-project basis.

3. **MessageBroadcast's Duties Regarding SMS Cellular Phone Text Messaging:**

- 3.1 Provide Client with access to the Message Broadcast Network ("Network"). Client's access to the Network shall enable Client to deliver text communications to Client's customers via cellular telephones, using customer data that Client inputs through the Network, the messaging content of which is delivered to Client's customers utilizing third party networks. MessageBroadcast's Network shall be used for purposes of Client being able to utilize third party networks for the delivery and interactive response of SMS text for Client's customers.
- 3.2 Define and create required programmatic functions needed for proper SMS message component delivery and reporting.
- 3.3 Present Mobile Terminated (MT) messages to third party networks for delivery to Client's customers based on triggering information delivered by Client to the MessageBroadcast Network. Client's customers may respond to SMS MT messages by initiating a Mobile Originated (MO) message from their mobile handset. Both MT and MO messages will be charged at the same rate.
- 3.4 Provide online reports to Client, including data and result information with respect to available SMS messaging activity.
- 3.5 Coordinate "Carrier" (third party wireless telecommunication companies) relationship and connectivity.

4. **Fee Schedule – SMS Cellular Phone Text Messaging:**

- 4.1 **SMS Text Messaging Fees Domestic:** SMS pricing has three components: (i) Short Code set-up fee to integrate with the Network; (ii) recurring monthly Network Access fees; and (iii) fees based on monthly Network usage per message.

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(a) Set Up Fees:

Short Code: <ul style="list-style-type: none"><li>Option 1 - Standard Monthly Short Code Fee (\$500 per month w/ 3 month min)</li><li>Option 2 - Vanity Monthly Short Code Fee (\$1000 per month w/3 month min)</li></ul>	\$ 500.00 \$1,000.00
Carrier Set Up Fee Per Program (One Time) Requirement by following carrier: <ul style="list-style-type: none"><li>T-Mobile (includes migration from another aggregator)</li></ul>	\$500.00
Carrier Short Code Set-Up Fee-Per Short Code (One Time) Requirement by following carriers: <ul style="list-style-type: none"><li>AT&amp;T \$500</li><li>Metro PCS \$250</li><li>Sprint/Nextel/Boost/Virgin \$150</li></ul>	\$900.00
Carrier Surcharges: <ul style="list-style-type: none"><li>Surcharge by Metro PCS, Sprint/Nextel/Boost, Virgin</li><li>Surcharge by T-Mobile, Cricket</li><li>Surcharge by US Cellular as of Aug 2013 (MT Only)</li></ul>	\$0.0050 \$0.0025 \$0.0035

(b) Monthly Network Utilization Fees

Monthly Volume	Price per MT	Min Commitment	Included Development Hours
0-1m	\$0.0095	\$0.00	0
1-2m	\$0.0060	\$6,000.00	6
2-3m	\$0.0055	\$11,000.00	11
3-4m	\$0.0053	\$15,900.00	16
4-5m	\$0.0050	\$20,000.00	20
5-6m	\$0.0048	\$24,000.00	24
6-7m	\$0.0045	\$27,000.00	27
7-8m	\$0.0043	\$30,100.00	30
8-9m	\$0.0040	\$32,000.00	32
9-10m	\$0.0038	\$34,200.00	34
10-20m	\$0.0036	\$36,000.00	36
20-30m	\$0.0033	\$66,000.00	66
30-40m	\$0.0030	\$90,000.00	90
40-50m	\$0.0028	\$112,000.00	112
50m	\$0.0027	\$135,000.00	135

Rates and/or fees provided above in Section 4.1 are for domestic, U.S. only, and may change subject to carrier charge increases. MessageBroadcast shall pass-through, at no mark-up to Client, carrier imposed fees and surcharges.

4.2 SMS Text Messaging Fees International: For the United Kingdom and Australia:

	UK	Australia
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Long Code One time Set up Fee	\$18.00	\$100.00
Long Code Monthly Fee	\$20.00	\$40.00
M0/MT	\$0.0676	\$0.0896

(Rates provided above may change subject to carrier charge increases.  
MessageBroadcast shall pass-through, at no mark-up to Client, carrier imposed fees and surcharges.)

5. Virtual Private Network ("VPN") Tunnel:

- Set up \$1,000.00
- Monthly Fee \$250.00

6. Client's Representations and Warranties: Client represents and warrants that it shall: (i) only submit to the MessageBroadcast Network the telephone numbers of customers with whom Client has a current business relationship; (ii) comply with applicable laws and industry standards in calling/contacting such numbers; and (iii) not solicit the purchase of a good or service when calling/contacting customers.

7. Invoices and Payment: Each month, MessageBroadcast will send an invoice to Client billing for the various fees as described above as may be applicable. All amounts stated in any invoice sent by MessageBroadcast will be stated in U.S. dollars. Client shall pay all non-disputed invoices in U.S. dollars at the then current exchange rate unless otherwise agreed, within thirty (30) days from the date of the MessageBroadcast invoice. Unpaid invoices will accrue interest at a compound rate of 1.0% (one percent) per month after 30 (thirty) days of nonpayment.

Except as may be modified by this Statement of Work, the provisions of the Agreement remain unchanged.

AGREED:

MessageBroadcast.com, LLC

By: 

William Potter, Managing Member

Mobile Authentication Corporation

By: 

(signature)

TERRY DAVIS - CTO

(print name and title)

Date: 10/14/2014

Date: 10/13/2014

**SCHEDULE 1: INTERNATIONAL VOICE PRICING FOR AUSTRALIA & UK**

**EXHIBIT A**

**Description of Solutions/Channels:**  
**Messaging, Alerts**  
**And Notification**

  
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